

includes the contract terms and interest rate. Any remaining balance due after discharge of the Debtor's Chapter 13 bankruptcy will be paid direct to the creditor per the contract terms, until paid in full. This claim is not subject to discharge.

- C. **UNSECURED CLAIMS** Unsecured creditors, including those secured creditors who have deficiency claims or whose liens have been avoided and who timely file proofs of claim shall receive distribution pro-rata. The Trustee shall distribute pro-rata among those unsecured creditors whose claims are filed and allowed any funds remaining after paying priority and secured claims a total of \$36,858.04 with monthly payments of **\$453.08** per month in months eight (8) through thirty-four (34); **\$797.88** in month thirty-five (35); and **\$953.08** per month in months thirty-six (36) through sixty (60). Any claims filed after the proof of claims deadline shall receive no distribution under this plan unless specifically provided for above.
3. **EXECUTORY CONTRACTS** The Debtors **do not reject** any executory contracts.
4. **VESTING** Title to all property of the estate shall revert in the Debtors upon confirmation of this plan.
5. **RETENTION OF LIEN** Secured creditors shall retain their liens until the allowed secured claim is paid in full.
6. **INSURANCE** Debtors shall keep the collateral which secures any debt paid under this plan insured as provided for in the agreement between the Debtors and creditor.
7. **CONFIRMATION OF THE PLAN** shall impose an affirmative duty on the holders and/or servicers of any claims secured by liens, mortgages, and/or deeds of trust on the principal residence of the Debtors to do all of the following:
- A. To apply the payments received from the Trustee on the prepetition arrearages, if any, only to such arrearages. For purposes of this Plan the "prepetition" arrears shall include all sums included in the "allowed" proof of claim and shall have a "0" balance upon entry of the Discharge Order in this case.
- B. To deem the prepetition arrearages as contractually current upon confirmation of the plan, thereby precluding the imposition of late payment charges or other default-related fees and services based solely on the prepetition default or defaults.
- C. To apply the direct post-petition monthly mortgage payments paid by the Trustee or by the Debtors to the month in which each payment was designated to be made under the plan or directly by the Debtors, whether or not such payments are immediately applied by the creditor to the outstanding loan balance or are placed into some type of suspense, forbearance, or similar account.
- D. Any post-petition costs or expenses incurred by or on behalf of any secured creditor will be discharged upon the Debtors' completion of the Plan, unless specifically provided for in the Confirmation Order, or by further order of the Court on motion filed prior to completion of the Plan.

DATED August 19, 2014.

PARKER & DUFRESNE, P.A.

/s/ E. Warren Parker, Jr.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the Debtors Amended Chapter 13 Plan has been furnished to all creditors and parties in interest as per the attached creditor matrix by electronic transmission, facsimile transmission and/or U.S. Mail, Postage prepaid on August 19, 2014.

/s/E. Warren Parker, Jr.
Attorney